

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
RLI INSURANCE CO.,

Plaintiff,

-against-

LARSEN & SONS CONSTRUCTION
CORP., et al.,

Defendants.

-----X
NICHOLAS G. GARAUFIS, United States District Judge.

On February 27, 2009, the Clerk of Court entered default as to Defendants Linda M. Knight, Roy Larsen, Lorraine Larsen ("Defaulting Defendants") pursuant to Federal Rule of Civil Procedure 55(a). (Docket Entry # 22, "Notice of Default.") Plaintiff RLI Insurance Co. ("Plaintiff") moved for default judgment on March 10, 2009, requesting judgment in the amount of \$868,559.71. (Docket Entry # 25, "Motion.")

"While a party's default is deemed to constitute a concession of all well pleaded allegations of liability, it is not considered an admission of damages." Greyhound Exhibitgroup, Inc. v. E.L.U.L. Realty Corp., 973 F.2d 155, 158 (2d Cir. 1992). The court has an independent obligation to assess requests for damages, which "usually must be established by the plaintiff in an evidentiary proceeding." See id. The court therefore refers this matter for an inquest before Magistrate Judge Michael Orenstein, who shall provide a Report and Recommendation regarding the appropriate damages in this action, including any awards of interest or attorney's fees.

Upon the Notice of Default, it is

ORDERED, ADJUDGED, AND DECREED that Plaintiff has judgment against Defendants in an amount, inclusive of costs and disbursements of this action, to be determined

following an inquest before Magistrate Judge Michael Orenstein, who shall provide the court with a Report and Recommendation thereon.

SO ORDERED.

Dated: Brooklyn, New York
March ~~2~~⁴, 2009

s/Nicholas G. Garaufis

NICHOLAS G. GARAUFIS
United States District Judge